B 210A (Form 210A) (12/09)

# UNITED STATES BANKRUPTCY COURT

In re <u>LEHMAN BROTHERS HOLDINGS INC.</u>

Case No. 08-13555 (JMP)

### TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

#### Morgan Stanley & Co. International plc

Yau Mei Cheung Name of Transferor

Name of Transferee

Name and Address where notices to transferee should be sent: Morgan Stanley & Co. International plc 25, Cabot Square, Canary Wharf, London E14 4QA

With a copy to: Richards Kibbe & Orbe L.L.P. One World Financial Center New York, NY 10281-1003 Fax: 212-530-1801 Attn: Managing Clerk Court Claim # (if known): 41994 Amount of Claim as Filed with respect to ISIN XS0330075317: US\$300,000.00 Amount of Claim as Filed with respect to ISIN XS0330075317 to be Transferred: US\$300,000.00 (or 100.00% of the Amount of Claim as Filed

Allowed Amount of Claim with respect to ISIN XS0330075317: US\$144,009.89
Allowed Amount of Claim with respect to ISIN XS0330075317 to be Transferred: US\$144,009.89 (or 100.00% of the Allowed Amount of Claim)

Date Claim Filed: 19 October 2009

Phone:

Last Four Digits of Acct. #:

Phone: +44 207 677 7974

E-mail: <u>Indistressed@morganstanley.com</u>

Phone: + 212 530 1800

566570.1/9999-00999

Last Four Digits of Acct #: n/a

Name and Address where transferee payments should be sent (if different from above):

Wire Instructions:

# **USD PAYMENT INSTRUCTIONS:**

TO: CHASE MANHATTAN NEW YORK, NY

SWIFT: CHASUS33

ACCOUNT NAME: MORGAN STANLEY & CO.

INTERNATIONAL plc

SWIFT: MSLNGB2X ACCOUNT NUMBER: 066617758 REF: Fixed Income

#### **EUR PAYMENT INSTRUCTIONS:**

TO: CITIBANK N.A. SWIFT: CITIGB2L

ACCOUNT NAME: MORGAN STANLEY & CO.

INTERNATIONAL plc

SWIFT: MSLNGB2X ACCOUNT NUMBER: 12221071

IBAN: GB15CITI18500812221071

REF: Fixed Income

Last Four Digits of Acct #: n/a

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

## MORGAN STANLEY & CO. INTERNATIONAL PLC

BRIAN CRIPPS
Authorised Signatory

Date: 28.8.2014

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 Y.S.C. §§ 152 & 3571.

20-08-14;16:13 ;Marvellous Holdings Ltd

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# AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY

#### TO: THE DEBTOR AND THE BANKRUPTCY COURT

- For value received, the adequacy and sufficiency of which are hereby acknowledged, YAU MEI CHEUNG ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to MORGAN STANLEY & CO. INTERNATIONAL PLC (the "Purchasor"), and Purchasor hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the applicable percentage / nominal amount specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to Proof of Claim Number 41994 filed by or on behalf of Seller (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptev Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.
- 2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; and (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.
- 3. Soller hereby waives any objection to the transferr of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

- 4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.
- 5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
- 6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.
- 7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 28 day of August 2014.

SELLER

YAU MEI CHEUNG

65 Repulse Bay Road

By:\_\_ Name:

Title:

5B Pinecrest

Hong Kong

E- mail; ymcheung@joycebarvest.com

**PURCHASER** 

MORGAN STANLEY & CO. INTERNATIONAL

PL

By:\_\_\_ Name:

Title:

BRIAN CRIPPS Authorised Signatory

25, Cabot Square Canary Wharf London E14 4OA

E- mail: Indistressed@morganstanley.com

Schedule 1

Transferred Claims

Purchased Claim

100% = US\$300,000.00 of US\$300,000.00 (the claim amount with respect to ISIN XS0330075317 as set forth in the Proof of Claim).

100% = US\$144,009.89 of US\$144,009.89 (the allowed claim amount with respect to ISIN XS0330075317 as set forth in the Notice).

Lebman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notfonal Amount & Accrued Interest	Сопроп	Maturity
Lchman Brothers Treasury CO. BV Program Securities Bonds	X80330075317	Lehman Brothers Treasury CO, BV	Lehman Brothers Holdings Inc	00.000,000,000	2YR HK BSKT DLY ACCRL ELN	16 November 2009

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Lehman Brothe c/o Epiq Bankr FDR Station, P New York, NY	United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076  LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM					
In Re: Lehman Brothe Debtors.	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)  Chapter 11 Case No. 08-13555 (JMP) Lehman Brothers Holdings Inc., Et Al.  08-13555 (JMP) 0000041994					
based on Le	Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on <a href="http://www.lehman-docket.com">http://www.lehman-docket.com</a> as of July 17, 2009  Name and address of Creditor: (and name and address where notices should be sent if different from					
Creditor) Yau Mei 5B Pinec	Cheung rest	and address where notices should be	sent if different from	Check this box to indicate that this claim amends a previously filed claim.  Court Claim Number:  (If known)		
Hong Ko	se Bay Road ng <sub>ber:</sub> 852-2812 1621 <sub>E</sub>	mail Address: ymcheung@joy	ceharvest.com	Filed on:		
Name and addr	ess where payment should	be sent (if different from above)		Check this box if you are aware that anyone clse has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.		
and whether suddellars, using the you may attach  Amount of Cla  Check this  Provide the this claim with which this claim  International S  Provide the Cappropriate (cae from your account one Lehman relates.	total amount of your claim rities as of September 15, 2 ch claim matured or became exchange rate as applica a schedule with the claim 300,000.00 claim: \$\frac{300,000.00}{2} \text{c}	2008, whether you owned the Lehman he fixed or liquidated before or after Soble on September 15, 2008. If you are amounts for each Lehman Programs Sor such other amount as may be (Required)  In includes interest or other charges in dentification Number (ISIN) for each chman Programs Security, you may a XSO33007531  Number (ISIN):  Number, a Euroclear Bank Electronic for each Lehman Programs Security focker or other entity that holds such sec	Programs Securities on Septementer 15, 2008. The claim a filing this claim with respect to ecurity to which this claim relat determined in accordance documentation and subject addition to the principal amount Lehman Programs Security to we tach a schedule with the ISINs of the Reference Number, or other determined you are filing a claim. The summer of the programs of the programs of the programs of the programs of the ISINs of the ISI	t due on the Lehman Programs Securities.  Thich this claim relates. If you are filing for the Lehman Programs Securities to epository blocking reference number, as You must acquire a Blocking Number are filing this claim with respect to more trograms Security to which this claim		
		(Require	d)			
you are filing the accountholder (in numbers.	is claim. You must acquir i.e. the bank, broker or oth	e the relevant Clearstream Bank, Euro	clear Bank or other depository properties of the	Echman Programs Securities for which participant account number from your should not provide their personal account		
		(Required		11-10/		
consent to, and a disclose your id- reconciling clair	are deemed to have authorientity and holdings of Lehins and distributions.	ram Bank or Other Depository: By zed, Euroclear Bank, Clearstream Ban man Programs Securities to the Debto	nk or other depository to rs for the purpose of	OCT 1 9 2009		
Date.						
Penalt	Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment by up to 5 years or both 18 U.S.C. 88 152 and 3571					

# Disclosure for Lehman Securities Programs Proof of Claim

**Description of Security:** 

LEH RAN ON 857HK/2628HK/728HK NOV 16 09

ISIN:

XS0330075317

CAVS ID (N&R Event ID):

78686951

**Account Number:** 

045H51268

Name of Beneficial Owner(s):

YAU MEI CHEUNG

**Contact Name:** 

Ms Christine Cheung

Telephone Number:

852-2812 1621

Email address:

ymcheung@joyceharvest.com

	organ Sta	nley	Morgan Stanley & Co. International PLC 25 Cabot Square Canary Wharf London E14 4QA
Date:	15 <sup>th</sup> October 2009	Subject: Lehman Securities Programs I	Proof Of Claim
То:	whom it may concern	Company: EPIQ Bankruptcy Solutions, LLC - New York	Fax:
			Tel: +1 503 597 7691
	Urgent Urgent	P	ages including cover Sheet
message distributio	is not the intended recipient, or the pe	individual or entity to which it is addressed and may contain inforson responsible for delivering the message to the intended recipibited. If you have received this communication in error, please n	ient, you are hereby notified that any copying or

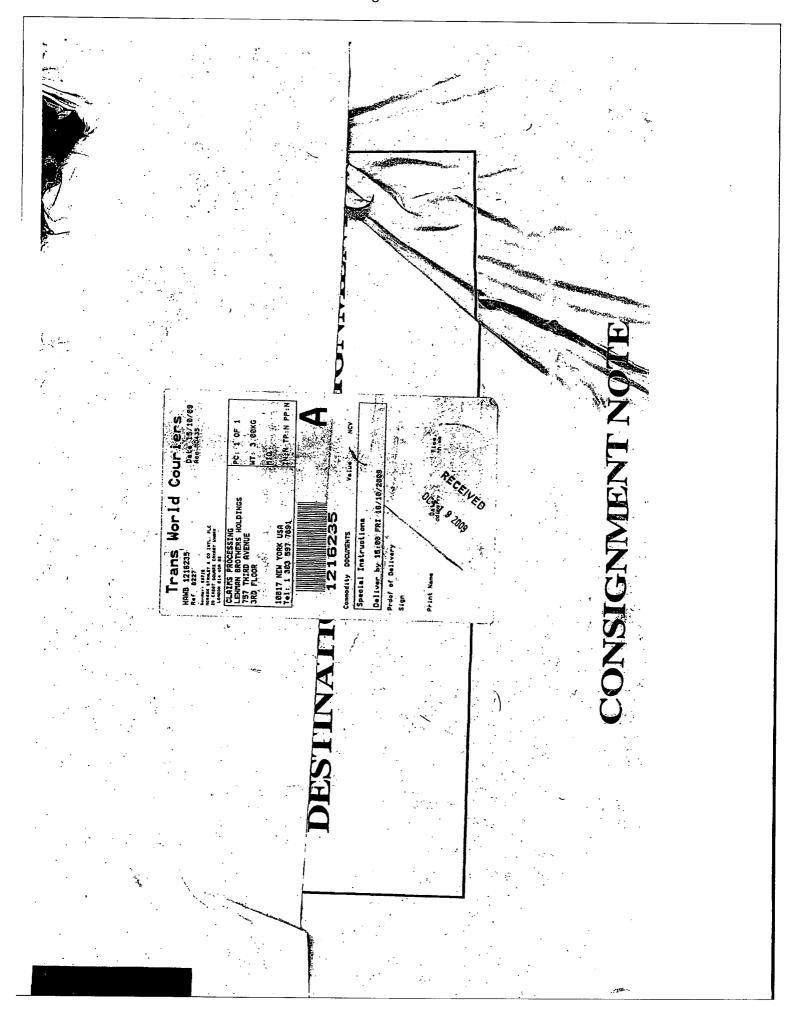
From:	Jane Hankin	email: jane.hankin@morganstanley.com
Department:	Corporate Actions	
Fax:	+44 207 056 2396	<b>Telephone:</b> +44 207 677 3819

## Message

Please find enclosed 40 Proof of Claim Forms for Lehman Program Securities linked to Euroclear acct 91437.

Trust all is in order, please do not hesitate to contact us if there are any problems.

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RECEIVED BY:

DATE

TIME

TWC For Jehnan